

## MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this "Agreement") is made as of October 14, 2022 (the "Effective Date") by and between Student Resource Center, LLC ("SRC") and the educational institution identified below (the "Institution") and together with SRC, each a "Party" and collectively, the "Parties").

WHEREAS, the Institution is an accredited, degree-granting institution of higher education that provides certain academic degree program(s) as specified in each Statement of Work (as hereinafter defined) entered into by the Parties under this Agreement (collectively, the "Educational Programs"); and

WHEREAS, SRC provides certain bundled services to higher learning institutions to identify and support students (collectively, the "Students") and the Institution desires to retain SRC to provide such services on the terms and conditions of this Agreement.

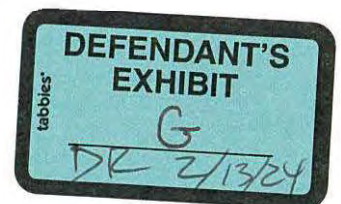
NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

### Section 1. The Services; Statements of Work.

1.1 SRC shall provide to the Institution, a collection of "bundled services" (as such term is described more fully in DCL Gen 11-05 (March 2011), and any successor Educational Laws) that are specifically set forth in statements of work (collectively, the "Services") to be issued by the Institution to SRC (each a "Statement of Work"). Each Statement of Work shall be in the form attached hereto as Exhibit A, and shall only be deemed accepted by the Parties if executed by an authorized representative of each Party. In the event of any inconsistency between a Statement of Work and this Agreement, the terms of this Agreement shall control.

1.2 The Parties understand and agree that the Services shall not, and are not intended to, include activities of a "third-party servicer" as that term is defined at 34 C.F.R. § 668.2 ("Third Party Servicer"), or to subject SRC or this Agreement to requirements under Educational Laws applicable to third-party servicers.

1.3 Excluded Services. Notwithstanding any other provision of this Agreement, the Parties expressly acknowledge and agree that the Institution shall be solely responsible for, and will provide and perform at its sole cost and expense during the Agreement Term, all activities that relate to all academic, academic personnel, and academic-related operational decisions with respect to the Institution, to the Educational Programs and courses offered by Institution, and to the educational activities conducted by Institution, as well as such other roles and responsibilities as may be required to be performed solely by Institution under Laws and Educational Laws (including requirements of Accrediting Bodies and Educational Agencies) (the "Institution Core Functions"), which shall be carried out, in each case, by the Institution in accordance with Law, Educational Laws and existing collective bargaining agreements. For the avoidance of any doubt, SRC shall have no responsibility for the performance or oversight of any Institution Core Functions. In addition to the Institution Core Functions, which the Parties agree are expressly reserved to the Institution, the Parties may agree to exclude certain other services from the Services, which together with the Institution Core Functions, shall be set forth in more detail on each applicable Statement of Work (collectively, the "Excluded Services").



1.4 Notwithstanding anything to the contrary contained herein, the Parties agree that the Services shall be performed without access by SRC to the following databases: (i) USDE data bases including, but not limited to: Common Origination and Disbursement (COD); G5; FAA Access; Central Processing System (TPS); National Student Loan Data System (NSLDS); Integrated Postsecondary Education Data System (IPEDS); or Fiscal Operations Report and Application to Participate (FISAP); and Electronic Application for Approval to Participate in Federal Student Financial Aid Programs (e-App) and (ii) the Institution's Student Information System.

**Section 2. SRC Obligations.**

2.1 SRC shall provide the Services in a commercially reasonable manner (a) in accordance with the terms and conditions set forth in the applicable Statement of Work and this Agreement, (b) using personnel of sufficient skill, experience and qualifications, and (c) in a workmanlike and personally manner.

2.2 **SRC Insurance.** SRC shall, at its own expense, at all times during the term of the Agreement and for a period of two years thereafter, maintain: (a) commercial general liability insurance (including without limitation coverage for contractual liability) against claims for bodily injury death and property damage, with limits of not less than \$2,000,000 per occurrence and in the aggregate and naming the Institution as an additional insured; (b) network risk and cyber liability insurance coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) for disclosures and/or breaches arising out of or related to services provided by SRC during the term of this Agreement.

2.3 **SRC Data Breach Obligations.** SRC shall use commercially reasonable administrative, physical and technical safeguards and security practices designed to protect the Confidential Information from unauthorized access, disclosure, acquisition, destruction, use or modification. In the event of an unauthorized release, disclosure or acquisition of information that compromises the security, confidentiality or integrity of Confidential Information maintained or held by SRC ("Data Breach"), SRC shall use best efforts to provide notification to Institution within seventy-two (72) hours of discovery of the incident. Said notification shall include (1) the types of Confidential Information that were or are reasonably believed to have been the subject of the breach, including a listing of any affected individuals, (2) if known, the date of the breach, the estimated date of the breach or the date range within which the breach occurred, and (3) a general description of the incident. SRC agrees to comply with all federal and state requirements with respect to a data breach, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach. In the event of a Data Breach that is attributable to SRC, SRC shall reimburse and indemnify Institution for any and all costs and expenses incurred by Institution in investigating and remediating the Data Breach, including but not limited to (1) costs and expenses associated with providing notification to affected parties whose information was compromised, (2) providing credit monitoring to those parties who have a reasonable belief the Data Breach may impact their credit or financial security, and (3) legal fees, audit costs, fines and any other fees or damages imposed as a result of the Data Breach.

2.4 **Information and Access.**

(a) SRC will sign and require such personnel and agents to sign nondisclosure agreements acceptable to the Institution before any such access or information is provided.



(b) SRC shall promptly provide notice to the Institution regarding matters referenced on Schedule A after SRC receives information regarding any development that is reasonably likely to impact SRC's performance under this Agreement.

(c) SRC shall promptly, when requested by the Institution in writing, provide to the Institution access to information and documentation necessary to substantiate that SRC offered each of the Services contained in any past or current Statement of Work.

**Section 3. Institution Obligations.**

3.1 The Institution shall not report or characterize SRC as a Third Party Servicer to USDE or any other governmental authority.

3.2 Information and Access.

(a) The Institution shall, during the Agreement Term and subject to the requirements of Laws and Educational Laws (including, but not limited to, Title IV, HEA and FERPA), use commercially reasonable efforts to make available to SRC on a timely basis after SRC's reasonable request all agreement-related financial data and information within the Institution's reasonable control, and provide access to SRC's authorized personnel and agents during normal business hours, to the extent necessary for SRC to prepare its monthly, quarterly, and annual financial statements and reports (including as necessary for independent audit testing and certification or response to credit facility institutions).

(b) The Institution will (a) if requested by SRC in writing, promptly provide to SRC a regulatory compliance report reflecting (i) the ongoing status of any Educational Approvals being sought by, or obtained by, the Institution in order for the Institution to offer any of the Educational Programs as they pertain to SRC, (ii) any material noncompliance with all Accrediting Body (as hereinafter defined) standards and any other requirements relating to or administered by any Educational Agency or relating to any financial aid program, grants or loans, institutional subsidies, including all statutory and regulatory provisions related to the Title IV Program related to any of the Educational Programs or the Services (collectively, the "Educational Laws"), and (iii) the existence and status of any review, audit, investigation, or adverse action by any Educational Agency or Governmental Authority related to the Institution, any Educational Program, or the Services; and (b) promptly provide to SRC the Institution's annual financial and Title IV Programs compliance audits conducted pursuant to 34 C.F.R. §668.23(b) as and when submitted to USDE.

**Section 4. Mutual Obligations.**

4.1 Information and Access.

(a) The Parties agree that SRC's liability for any failure to perform, or for the late performance of, any Services to the extent such Services require data, information or other materials possessed, prepared or generated by the Institution, or access to be provided to SRC's authorized personnel, shall be reduced to the extent the Institution's failure to provide or make available the same to SRC in accordance with SRC's reasonable written or oral (if promptly confirmed in writing) requests, and such

failure by the Institution directly or indirectly causes SRC's lack of or delay in performance.

(b) Each Party shall give prompt notice to the other of (i) the occurrence or non-occurrence of any event that results in the breach of this Agreement, (ii) any notice or other communication from any Person alleging that the authorization, license, permit, consent, waiver or approval of such Person is or may be required in connection with this Agreement and the transactions contemplated hereby, (iii) any notice or other communication from any Governmental Authority or Educational Agency in connection with this Agreement and the services contemplated hereby, and (iv) any fact, event, change, development, circumstance or effect occurring after the date hereof (or of which it became aware after the date hereof) that has caused or could reasonably be expected to cause material reputational harm to the Educational Programs or the Parties hereto. If a Governmental Authority, Educational Agency, or third party files any type of claim, or commences an investigation, adverse action, review or audit against a Party or one of its affiliates related, in whole or in part, to this Agreement, the Services or the Excluded Services, such Party shall provide prompt notice to the other Party of the claim, investigation, adverse action, review or audit, shall use commercially reasonable efforts to cooperate with each other's defense, and each Party shall provide the other Party with copies of all material correspondence with such Governmental Authority, Educational Agency or third party in connection with such claim, investigation, adverse action, review or audit.

4.2 Prohibited Actions. Notwithstanding any other provision of this Agreement, the Parties expressly acknowledge and agree not to undertake any of the following actions without the prior written consent of the Parties, unless required by the Institution's governing body, Educational Agency or Governmental Authority and to the extent permitted by Law and Educational Laws:

(a) Tuition and Discounts. The Parties acknowledge and agree that Institution at all times shall retain absolute authority to determine tuition and fee levels, student discounts and scholarships. Notwithstanding the foregoing, if Institution, including as part of the annual budgeting process as outlined in the Statement of Work, imposes any decreases in Student tuition or fees or increases in Student discounts or scholarships that would impact the Operating Income in a Fiscal Year (which shall be aligned with Institution's fiscal year), the Institution will notify SRC of any institutional enterprise tuition increases to all students annual; as well as, obtain prior written consent from SRC to such action where it impacts only SRC students (such agreement not to be unreasonably withheld, conditioned or delayed) making expenditures in type or amount, or make or roll out new Educational Programs, other than in accordance with the Budget;

(b) making any material change in the nature of the Services;

(c) taking any action to initiate, settle or defend legal Actions on behalf of itself or the Other Party that could reasonably be expected to result in financial liability for either Party; or

(d) taking any action that could reasonably be expected to adversely affect in any material respect the tax liabilities or tax and financial reporting positions of each Party.

**Section 5. Consideration and Expenses.**

5.1 Payment for Services. The Institution shall pay SRC such amounts as set forth in the applicable Statement of Work.

5.2 Budget. Payment of expenses incurred by each Party in connection with the Services shall be paid as set forth in each applicable Statement of Work in accordance with the operating and capital budget for the Services set forth in the Statement of Work. Each Party shall be responsible for payment of all expenses incurred by such Party that are not set forth in such budget.

**Section 6. Representations and Warranties.**

(a) Representations and Warranties of the Institution. The Institution represents and warrant to SRC as follows:

(i) Organization and Good Standing. The Institution is duly incorporation or formed and valid existing and in good standing under the laws of the State of its jurisdiction, with all requisite corporate or similar power and authority to carry on the business in which it is engaged and to execute, deliver, and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The Institution is validly qualified to business in in each jurisdiction where failure to be so qualified would have an adverse effect on the Institution.

(ii) Authorization and Validity. The execution and delivery by the Institution of this Agreement, and the consummation of the transactions contemplated hereby have been approved and duly authorized and no other organizational approvals are necessary to properly authorize such transactions. This Agreement has been duly executed and delivered by the Institution and, assuming the due authorization, execution, and delivery thereof by SRC constitutes a valid and binding obligation of the Institution, enforceable against the Institution in accordance with its terms.

(iii) Consents. No authorization, consent, approval, permit or license, or filing with, any Governmental Authority, Education Agency, or any other Person is required to authorize the transactions contemplated by this Agreement, or is required in connection with the execution, delivery, and performance of the obligations under this Agreement.

(iv) Educational Approvals. The Institution has received all (A) approvals, authorizations, certificates, licenses, permits, consents, exemptions, registrations, or similar approvals issued or required to be issue by an Educational Agency in connection with the operation of any post-secondary educational institution or program or for the participation of such institution in any Student Financial Assistance Programs, including Title IV Programs (collectively, the "Educational Approvals"). The Institution is in good standing with each Person, Accrediting Body, and Educational Agency.

(v) No Violation. Neither the execution and performance of this Agreement, nor the consummation of the transaction contemplated hereby, will



directly or indirectly (with or without Notice or lapse of time): (A) contravene, conflict with, or result in a violation of (1) any provision of the organizational documents of the Institution, or (2) any resolution or policies of the Board of Trustees of the Institution or similar governing body, (B) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default of exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, modify, any material contract, license, or permit of the Institution. The Institution is not in material violation of any Law or Educational Law of any Governmental Authority or Educational Agency that would reasonably impact the Institution's performance under this Agreement, including but not limited to the tuition pricing, discounts, scholarships and other charges and benefits provided by the Institution to Students.

(vi) Claims and Proceedings. No formal or informal inquiry, action or proceeding has been asserted, instituted, or to the knowledge of the Institution, threatened against the Institution which would prohibit or would reasonably be expected to prohibit or challenge the validity of the transactions contemplated by this Agreement or any part thereof or resulting in any Person seeking damages on account thereof. No proceeding for the suspension or cancellation of any Educational Approval is pending or, to the knowledge of the Institution, threatened. The Institution has not received any notice that any Educational Approval will not be renewed, the Institution has no knowledge of any basis for non-renewal, and the Institution has no knowledge of any threatened or pending investigation, audit, inquiry (whether formal or informal) or review of any Educational Approval.

(vii) Institution Content. The Institution has the authority to grant SRC a license to use its intellectual property in connection with the Services and such intellectual property does not infringe any patent, copyright, or other proprietary right or violate or misappropriate a trade secret or any of the Institution's personnel or any other Person.

(b) Representations and Warranties of SRC.

(i) Organization and Good Standing. SRC is duly incorporation or formed and valid existing and in good standing under the laws of the State of its jurisdiction, with all requisite corporate or similar power and authority to carry on the business in which it is engaged and to execute, deliver, and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. SRC is validly qualified to business in Missouri and in each other jurisdiction where failure to be so qualified would have an adverse effect on the Institution.

(ii) Authorization and Validity. The execution and delivery by SRC of this Agreement, and the consummation of the transactions contemplated hereby have been approved and duly authorized and no other organizational approvals are necessary to properly authorize such transactions. This Agreement has been duly executed and delivered by SRC and, assuming the due authorization, execution, and delivery thereof by the Institution constitutes a

valid and binding obligation of SRC, enforceable against SRC in accordance with its terms.

(iii) Consents. No authorization, consent, approval, permit or license, or filing with, any Governmental Authority, Education Agency, or any other Person is required to authorize the transactions contemplated by this Agreement, or is required in connection with the execution, delivery, and performance of the obligations under this Agreement.

(iv) Approvals. SRC has received all (A) approvals, authorizations, certificates, licenses, permits, consents, exemptions, registrations, or similar approvals issued or required to be issued to SRC in connection with SRC's authorization to do business, the performance of the Service and/or the Scope of Work by SRC.

(v) No Violation. Neither the execution and performance of this Agreement, nor the consummation of the transaction contemplated hereby, will directly or indirectly (with or without Notice or lapse of time): (A) contravene, conflict with, or result in a violation of (1) any provision of the organizational documents of the SRC, or (2) any resolution or policies of members or managers of SRC or similar governing body, (B) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default of exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, modify, any material contract, license, or permit of SRC. SRC is not in violation of any material Law or Educational Law of any Governmental Authority or Educational Agency that would reasonably impact SRC's performance under this Agreement.

(vi) Claims and Proceedings. Except as disclosed in Schedule A, no formal or informal inquiry, action or proceeding has been asserted, instituted, or to the knowledge of SRC, threatened against SRC which would prohibit or would reasonably be expected to prohibit or challenge the validity of the transactions contemplated by this Agreement or any part thereof or resulting in any Person seeking damages on account thereof.

(vii) Content. SRC has the authority to grant the Institution a license to use its intellectual property in connection with the Services and such intellectual property does not infringe any patent, copyright, or other proprietary right or violate or misappropriate a trade secret or any of SRC's personnel or any other Person.

## **Section 7.      Compliance with Laws.**

7.1 General. At all times during the Agreement Term, the Parties shall comply with all laws, statutes, rules, regulations, ordinances, orders, codes, judgments, decrees or other legally binding requirements of any Governmental Authority (collectively, "Laws") and with all Educational Laws that apply to such Party's performance under this Agreement and the conduct of such Party's business, and the Institution shall be required to maintain in full force and effect all Educational Approvals. For the avoidance of doubt, SRC shall not be responsible or liable for

Institution's compliance with Educational Laws, except to the extent that Institution's failure to comply with Educational Laws arises from SRC's acts or omissions or failure to provide specific Services expressly set forth herein or in a Statement of Work or Services Addendum.

7.2 Institution's Educational Agency Compliance. The Institution shall maintain in full force and effect, as required for the offering of the Educational Programs, all Educational Approvals and maintain compliance with all Laws and Educational Laws, including but not limited to the Institution's tuition pricing, discounts, scholarships and other charges and benefits provided by the Institution to Students.

7.3 Marketing Laws and Regulations; No Misrepresentation. The Parties agree to comply, in all material respects, with all Laws and Educational Laws concerning consumer and student marketing, including the USDE misrepresentation regulations (34 C.F.R. §668.71-75), the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Telecommunications Act, and Section 5 of the Federal Trade Commission Act and any regulations promulgated thereunder. Any communications with prospective students shall follow scripts or use advertising or web materials approved by the Institution. The Parties shall use their best efforts to cause all of their respective subcontractors to ensure that they are and shall remain in full compliance with all of the foregoing Laws and Educational Laws and, upon the request of the Party, subcontractors will provide documentation of same to the other Party.

7.4 Incentive Compensation Rule. It is the intent of the Parties to be in full compliance with the Incentive Compensation Rule. The Parties have considered the Payment for Services as set forth in Section 5.1 of this Agreement and each Statement of Work entered into in connection therewith and agree that such Payment for Services are in full compliance with the Incentive Compensation Rule. To the extent that this Agreement or any part thereof is found by any Educational Agency or other Governmental Authority to conflict with the Incentive Compensation Rule in any material way, the Parties shall immediately renegotiate in good faith reasonable new provisions to eliminate such conflict and restore this Agreement as nearly as possible to its original intent.

7.5 Family Educational Rights and Privacy Act. SRC and the Institution acknowledge that, in the course of performing certain of the Services required under this Agreement, it may be necessary for SRC to have access to certain personally identifiable information. Such access will be permitted only to the extent permitted by Family Educational Rights and Privacy Act and/or any other similar Laws and Educational Laws related to privacy. The Parties contemplate that the Institution will provide SRC with access to the National Student Clearing House and agree that in providing such access SRC shall be treated as a "school official" to which it is outsourcing institutional services or functions for which the Institution would otherwise use employees. The Parties agree to maintain, secure and use (and to cause their respective employees, agents, vendors and subcontractors to maintain, secure and use) all such personally identifiable information in material compliance with the requirements of all such Laws, including the requirements of 34 C.F.R. 99.31(a)(1) with respect to information protected by FERPA that may be disclosed to a party to whom an institution has outsourced institutional services or functions. The Parties agree that SRC may make disclosures of personally identifiable information of the Institution's Students and prospective students to its employees, agents, vendors and subcontractors only to the extent necessary for the performance of the Services and only if SRC requires such employees, agents, vendors and subcontractors to comply with applicable provisions of FERPA and other applicable Laws and Education Laws related to privacy of student information and shall ensure that it has written agreements confirming the same. SRC shall further disclose all vendors and subcontractors



with access to personally identifiable information to the Institution in writing in advance of any such access.

**Section 8. Confidentiality.** From time to time during the Agreement Term, either Party (as the “Disclosing Party”) may disclose or make available to the other Party (as the “Receiving Party”), non-public, proprietary, and confidential information of Disclosing Party, whether orally or in written form. (“Confidential Information”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8 is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. Notwithstanding the foregoing, a Party may disclose Confidential Information in order to comply with any applicable Law or Educational Law, regulation, or any audit, inquiry, investigation by any Governmental Authority or Educational Agency, provided that prior to disclosure and to the extent legally permissible, the Disclosing Party notifies the other Party of such disclosure and uses reasonable efforts to limit such disclosure. The foregoing obligations are in addition to and not in limitation of SRC's obligations under Section 7.5.

**Section 9. Noncompetition; Nonsolicitation.** At all times during the Agreement Term, the Institution shall not, without the prior written consent of SRC:

9.1 take any action to obtain services that are similar to the Services provided hereunder by SRC to its channel partners (i.e., unions, union benefits management companies union-affiliated associations and trade groups and affinity groups) from any third party, except in the normal course of university business as it pertains to local, state, and regional opportunities; and for the avoidance of any doubt, SRC shall retain the right to perform the same or similar services to any other institution of higher learning;

9.2 it will not take any action or use any of SRC's confidential information to, directly or indirectly, solicit any unions or contact any prospective students belonging to any union in any manner that interrupts, disturbs, interferes, or circumvents the objectives of SRC's relationship with such union or prospective students or potentially interrupts, disturbs, interferes, or circumvents with such relationships, including using Prospective Student Inquires (as defined below in Section 15.10) to circumvent SRC or inducing any students to terminate, or breach its contractual or other relationship with SRC without obtaining the prior written consent of SRC, directly or indirectly, solicit for employment or otherwise induce, influence, or encourage any employee of SRC to terminate his or her employment with SRC.

**Section 10. Intellectual Property.**

10.1 **SRC Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos,

corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, Intellectual Property Rights) in and to all documents, work product and other materials that are delivered to the Institution under this Agreement or prepared by or on behalf of the in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the “Deliverables”) shall be owned by SRC. SRC hereby grants the Institution a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable the Institution to make reasonable use of the Deliverables and the Services.

10.2 Institution Intellectual Property. The Institution and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to all Intellectual Property Rights belonging to the Institution therein (the “Institution Materials”). SRC shall have no right or license to use any Institution Materials except solely during the Agreement Term to the extent necessary to provide the Services. The Institution hereby grants SRC a license to use its Intellectual Property Rights in connection with the provision of Services under this Agreement, free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free basis during the term of this Agreement and to the extent necessary enable SRC to perform its Services hereunder; provided any use of trademarks or logos are subject to the Institution’s prior consent during the annual Market materials template review. Without limiting the foregoing, it is understood and agreed that the Institution has developed a scholarship matrix that is unique and proprietary to Institution and that is critical to Institution; in no event will SRC or any subcontractors be permitted to use the matrix or any information developed or arising from the matrix in any manner other than solely to perform the Services under this Agreement.

## **Section 11. Term and Termination.**

11.1 Term. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion all of the Services under all outstanding Statements of Work, unless sooner termination in accordance with Section 9.2 (the “Agreement Term”).

11.2 Termination. This Agreement and any outstanding Statement of Work may be terminated (a) upon the mutual written agreement of the Parties, (b) by either Party for a material breach of any of the terms hereof if such breach is not cured within sixty (60) days following written Notice of such breach to the defaulting Party or (c) if voluntary or involuntary proceeding by or against the other Party under any bankruptcy or insolvency law, or a receiver or custodian is appointed for such Party, or if such Party makes an assignment for the benefit of creditors; or (d) by either Party with 9 months’ notice prior to the end of the 5<sup>th</sup> anniversary of the effective date of the contract.

### **11.3 Effect of Termination.**

(a) Upon termination, the Institution shall pay all amounts under Section 5 for Services rendered by SRC up through the date of the termination or expiration, provided that the Institution shall owe SRC additional payments for Services rendered during a Teach Out Period as provided in subsection (b). The rights and obligations of the Parties set forth in Section 8, Section 13, Section 14, Section 16 and this Section 11.3, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

(b) If this Agreement is terminated, each of the Parties shall negotiate in good faith and enter into a transition services agreement under which SRC shall continue to provide Services (including all agreed upon operating costs, reduced as contemplated in this section) to the Institution, on terms and conditions substantially similar to the terms and conditions set forth in this Agreement and existing as of immediately prior to such termination, until the final date in which the Institution offers any of the Educational Programs to any of the Students who are or were enrolled (including returning Students) pursuant to the Agreement in any Educational Program prior to termination or expiration of this Agreement (the “Teach Out Period”). Without limiting the foregoing, all Operating Expenses (as defined in each Statement of Work) to either Party and amounts due for Services to SRC during the Teach Out Period shall be paid in accordance with each Statement of Work, provided that SRC’s management fees and operating expenses shall be reduced proportionately as the SRC Teach-Out population decreases over time and the transition services agreement shall reflect same. At the expiration of the Teach Out Period, the Parties agree to cooperate and work in good faith to wind down their relationship and effectuate an orderly transition of the Services, with the goal of minimum interruption to the Institution and the Students ability to complete their Educational Programs with minimal impact on Services.

**Section 12. Indemnification.** Each Party shall indemnify and hold harmless the other Party and all of such Party’s officer, directors, employees, agents, successors and permitted assigns (each, an “Indemnified Party”) from and against all losses, damages, demands, suits, claims, actions, or causes of action (each, a “Claim”) arising out of or resulting from any claim, suit, action, proceeding, arising out of or resulting from: (a) any breach of any representation, warranty or obligation of such set forth in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the indemnifying Party is not obligated to indemnify or defend the other Party against any claim (whether director or indirect) if such Claim or corresponding losses arise out of or result from, in whole or in part, such Party’s gross negligence or more culpable act or omission.

**Section 13. Disclaimer of Warranty.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT SRC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, AND HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT WITH RESPECT TO THE SERVICES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 14. Limitation of Liability.** EXCEPT AS PROVIDED BELOW AND EXCLUDING ANY INDEMNIFICATION OBLIGATIONS, IN NO EVENT WITH EITHER PARTY’S LIABILITY HEREUNDER, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SRC PURSUANT TO THIS AGREEMENT AND EACH STATEMENT OF WORK IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE FOREGOING LIMITATION SHALL NOT APPLY TO (A) DAMAGES OR OTHER LIABILITIES ARISING OUT OF OR RELATING TO A PARTY’S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER SECTION 7, SECTION 8, SECTION 9, OR SECTION 10.

**Section 15. Definitions.** The following terms shall have the meanings set forth below.

15.1 “Accrediting Body” means any entity or organization, whether governmental or government-chartered, private or quasi-private, which engages in the granting or withholding of



accreditation of public and/or private postsecondary institutions or educational programs provided by such institutions in accordance with standards and requirements related to the performance, operations, financial condition or academic standards of such institution.

15.2 “*Educational Agency*” means any Person, Accrediting Body, entity or organization, whether governmental, government chartered, private, or quasi-private, that engages in granting or withholding Educational Approvals for, or otherwise regulates, postsecondary institutions or educational programs provided by such institutions, their agents or employees in accordance with standards relating to performance, operation, financial condition or academic standards of such institutions, and the provision of financial assistance or subsidies to such institutions or students attending such institutions, including but not limited to DOE, any Accrediting Body, the U.S. Department of Veteran’s Affairs, and State Educational Agencies.

15.3 “*FERPA*” means the Family Educational Privacy & Rights Act, 20 U.S.C. §1232g, and the regulations set forth at 34 C.F.R. Part 99, and any amended or successor statutes or regulations thereto.

15.4 “*Governmental Authority*” means any governmental agency, authority, department, commission, board, bureau, court or instrumentality of the United States, any domestic state, or any foreign country, and any political subdivision or agency thereof, and includes any authority having governmental or quasi-governmental powers, including any administrative agency or commission, but expressly excludes any Educational Agency.

15.5 “*HEA*” means the Higher Education Act of 1965, as amended, 20 U.S.C. § 1001, et seq., and any amendments or successor statutes thereto and the regulations promulgated under it.

15.6 “*Incentive Compensation Rule*” shall mean that rule provided in 20 U.S.C. § 1094, 34 C.F.R. § 668.14(b)(22), and that guidance promulgated thereto, as in effect during the term of the Agreement, including, but not limited to, Dear Colleague Letter GEN-11-05 (March 17, 2011), and any successor legislation, regulations or guidance, and any analogous state laws or accreditation standards.

15.7 “*Person*” means any individual, partnership, limited liability company, corporation, cooperative, association, joint stock company, trust, joint venture, unincorporated organization, Governmental Authority, Educational Agency, body or entity or any department, agency, or political subdivision thereof.

15.8 “*State Educational Agency*” means any state educational licensing authority, agency, department, board, commission or other body that provides a license, certification, exemption or other authorization necessary for a postsecondary institution (whether its main campus, branch campus, additional location, satellite or other facility thereof) to provide postsecondary education in that state through any means or mechanism, including distance education, and including any approval that is required under applicable state law to offer an educational program in any particular occupational field, to permit a graduate of the Institution to obtain professional licensure in that state, or to participate in any Student Financial Assistance Program in that state.

15.9 “*Student Financial Assistance Program*” means any government-sponsored student financial assistance program pursuant to which student financial assistance, grants or loans are provided to the Institution’s students, including but not limited to Title IV Programs.

15.10 "*Prospective Student Inquiries*" means all information related to prospective students provided by SRC to the Institution; prospective student inquiries shall remain the property of SRC.

15.11 "*Title IV Programs*" means the programs of federal student financial assistance administered pursuant to Title IV of the HEA.

15.12 "*USDE*" means the U.S. Department of Education.

**Section 16. Miscellaneous.**

16.1 Amendment. This Agreement and each Statement of Work issued hereunder may not be amended or modified except by an instrument in writing signed by or on behalf of SRC or the Institution.

16.2 Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's (the "Impacted Party") reasonable control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, , or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (h) other similar events beyond the reasonable control of the Impacted Party]. The Impacted Party shall give Notice within thirty (30) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is reasonably expected to continue. The affected Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

16.3 Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

16.4 Further Assurances. Each party shall, upon the reasonable request of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

16.5 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses and to the Primary Contact indicated in each Statement of Work.

16.6 Third Party Beneficiaries; Assignment. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. The Parties hereby agree that either Party may assign this Agreement and each Statement of Work issued hereunder or any of such Party's rights contained herein to direct or indirect subsidiary of such Party, or any affiliate that is under common control with such Party.

16.7 Public Announcements. All press releases and public announcements pertaining to the Services or the relationship of the Parties shall be approved by the Parties unless such release is required by applicable law or regulation.

16.8 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.9 Entire Agreement. This Agreement, together with all Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and any Statement of Work, this Agreement shall control.

16.10 Governing Law and Forum Selection. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of State Missouri. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of State of Missouri, in each case located in the County of Callaway, Missouri, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

16.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signature page follows.]*





IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

STUDENT RESOURCE CENTER

By: \_\_\_\_\_

Name: Phillip Braithwaite

Title: CEO, SRC

WILLIAM WOODS UNIVERSITY

By: \_\_\_\_\_

Name: Jeremy Moreland, Ph.D.

Title: President, William Woods University

#### **SCHEDULE A**

USDE has made requests for information from SRC regarding SRC's contract with Eastern Gateway Community College ("EGCC") as part of the Department's program review of EGCC. SRC has responded to those requests. The matter remains outstanding and is focused on the Title IV Program, Third Party Servicer regulations as they apply to SRC under the EGCC agreement.

In *Student Resource Center, LLC v. Eastern Gateway Community College*, Case No. 2:22-cv-02653 (S.D. Ohio), on September 12, 2022, Eastern Gateway Community College ("EGCC") asserted three counterclaims against Student Resource Center, LLC ("SRC"): (1) declaratory judgment – stating that (a) SRC has breached the Collaboration Agreement between SRC and EGCC, (b) SRC has been overpaid, and (c) that EGCC is entitled to terminate the Collaboration Agreement; (2) breach of contract – alleging that SRC has materially breached Sections 2.6(a), 3.1, and 8 to the Collaboration Agreement; and (3) unjust enrichment – alleging that SRC has received overpayments from EGCC for fiscal years 2019 through 2022.



## STATEMENT OF WORK

THIS STATEMENT OF WORK ("SOW"), adopts and incorporates by reference the terms and conditions of that certain Master Services Agreement (the "MSA"), dated [\_\_\_\_], between Student Resource Center, LLC ("SRC") and the educational institution identified below (the "Institution" or "you" and together with SRC, each a "Party" and collectively, the "Parties"). Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement.

This SOW shall be effective beginning on [DATE] ("Effective Date") and will remain in effect until the fifth (5<sup>th</sup>) anniversary of the Effective Date (the "Initial SOW Term") provided it can be terminated as provided in the MSA. There shall be no automatic renewal. The Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the MSA.

### Scope of SRC Services

With respect to the Institution, SRC shall, subject to the terms and conditions in the MSA and this SOW, provide a specific hundle of marketing, promotional, channel management, student success, career development support, and business development and/or support Services (collectively, the "Services"). The following list and description represent all of the Services that SRC will provide to the Institution under this SOW, with any additional Services or deletions to such Services to be provided in an applicable Services Addendum. For clarity, no Services Addendum shall be required for the Services described below; however, the Parties may further detail the Services described or add or remove Services in a Services Addendum.

#### **I. EDUCATIONAL PROGRAMS**

[TO BE LISTED]

#### **II. SRC SERVICES**

*Effective for [Spring 2023 Academic Term]*

##### **1. Marketing and Creative Services:**

(a) Serve as strategic hub providing guidance and support across the student experience from initial awareness to graduation and beyond, working with all external partners and internal SRC departments to drive shared KPIs, uphold Institution brand standards, align messaging, and achieve strategic objectives and growth goals.

(b) Work with the Institution to build the promotional strategy, assets, and tools to drive increasing awareness for all relevant Educational Programs through a continual process of campaign development, testing, measurement, and optimization.

(c) Develop market strategy recommendations and tactical considerations for the accomplishment of Institution's business and communication objectives, including with respect to Union employers.

(d) Strategies may include, but are not limited to: high-level messaging, website enhancements, program-specific marketing asset creation and campaign management, media plan recommendations, and marketing efficacy approaches (measurement and tracking considerations) to achieve the following:

- (i) Creating and maintaining a connected Student and Institution experience;
- (ii) Upholding Institution standards and guidelines relating to marketing materials and branding for the Institution and the Services;
- (iii) Optimizing management and communications efficiency, effectiveness, and accuracy;
- (iv) Maximizing promotions to make them more impactful, more measurable, and transparent;
- (v) Providing program promotion, marketing, and event management support;
- (vi) Enabling lead generation, enrollment, revenue forecasting, reporting, and optimization; and
- (vii) Joint marketing plan: Develop with Institution an annual marketing plan, which shall include among other things, the activities and requirements regarding the production of marketing materials and other activities related to the promotion of educational programs. Institution has final approval of all marketing templated materials where Institution is concerned.

**2. Channel Management Services:** Manage existing and newly developed Channel Partners, responsible for overseeing new partner onboarding and account management to drive shared KPIs, uphold brand standards and achieve strategic objectives and growth goals. Serve as a point of contact and strategic lead on all Channel Partner relationships working directly with Marketing to optimize demand generation and keep the broader business informed and aligned, to include:

- (a) Strategy Development;
- (b) Account Management; and
- (c) Marketing & Promotional Strategy Optimization.

**3. Enrollment Support Services**

- (a) Enrollment Applications: Work with prospective students as they consider and apply to a program. Support student to ensure a seamless application process.
- (b) Course Selection: Determine academic plan as determined by the requirements of the Institution, including expected graduation date and a list of required courses. Assist the student in registering for the required courses.
- (c) Enrollment Documentation: Assist with documentation required for the program's acceptance. Once a student has submitted a completed admissions application package, route to Institution admissions office for review, which renders the final admission decision. Excludes Title IV Program financial aid packaging. Provide enrollment status to the Institution based upon agreed processes.
- (d) Transcripts: Requests all transcripts from any prior institutions that any prospective students have attended. The Institution is exclusively responsible for evaluating prior institutions and courses and making admissions decisions in accordance with its standards.
- (e) High Touch Student Engagement: Monitor application deadline and acceptance offers. After acceptance by Institution, continue to support keeping the Student engaged until classes begin, with a minimum of bi-weekly voice-to-voice contact being set as the expectation.
- (f) Ongoing Student Support: Work closely with the Student to ensure they enroll in a program aligned with their long-term career goals. Work with Student to ensure a graduation plan that accurately outlines the courses they have completed or course equivalent (as determined by Institution) to work towards completion. Track and monitor Student completion and persistence.

- (g) Enrollment Management: [provide brief description]

(h) Retention Services: Work with Student as a retention advisor throughout the Student's Educational Program. Monitor and adjust Student graduation plan (completion plan and class schedule) as necessary. Assist Students in navigating the Institution's policies and procedures, focusing on student success and persistence.

#### **4. Union Services**

(a) Process Union Vouchers: Assist Students with completing and submitting required education voucher forms to the academic partner from their respective union.

(b) Partner with corporations to upskill front line workers: Analyze market trends and front-line worker shortages. In addition, through SRC's direct outreach to union members to offer the SRC-affiliate programs at the discount or scholarship amounts to be mutually agreed upon by the Institution and SRC.

(c) Union Tuition Assistance Processing: Assist Students complete and submit any required form for those employed by companies offering tuition assistance or tuition reimbursement.

#### **5. Career Development and Placement Services**

(a) Pre-Enrollment Guidance Counseling: Guide Students to apply to programs that align with their desired long-term goals.

(b) Career Coaching: Student Journey career development support

- (i) Developing career goals
- (ii) Career options based on Educational Program
- (iii) Development of actionable placement goals
- (vi) Resume workshop
- (vii) Networking action plan
- (viii) Interviewing
- (ix) Soft skills education

(c) Placement Services: Leverage SRC union relationships and employer to identify placement opportunities for Students enrolled in an Educational Program, including Programs with a field placement component. Work closely with faculty to identify and approve sites that meet curriculum requirements.

(d) Post-graduation Coaching: Student meetings with career coach to guide them in preparing a resume and applying to open roles. The objective is to assist Students with their career placement post-graduation.

#### **6. Business Services**

(a) Course Capacity Planning: Establishing meaningful program capacity planning with Institution to forecast the number of sections to maintain a proper student-to-instructor ratio and on-time completion.

(b) Business Analytics Services: Based on the Institution's determination of the type of information needed, provide business analytics to support the operational as well as academic departments of the Institution.

(c) Assist Institution to create and design microcredentials to fulfill workforce shortages.



(d) Strategic planning: Provide strategic advice regarding the Institution's online offerings through strategies specific to attracting union members interested in online learning options. As the Institution provides insights into how on-campus students are supported along their journey, assist in filling gaps unique to online Students.

(e) Section forecasting support: By reviewing historical enrollment numbers and the needs for a specific course, SRC provides the Institution with the number of sections by enrollment cycle needed based on the demand.

(f) Market analysis and discrete population recommendations: Based on inquiry and inbound requests, identify additional online offerings not currently available through the Institution that meet the unmet needs of union members and suggest additional offerings by the Institution.

(g) Budget planning: Assist in the development of preparing an annual budget including an estimate of anticipated enrolled Students, metrics associated with conversion/retention/persistence/stop outs, a projected income statement including an operational and capital expenditure budget for the forthcoming academic year; a projected cash flow statement on a semester basis; projected fees and revenues as well as collaboration costs and expenses incurred by the partners.

(h) Financial reporting: Assist in the preparation and review of monthly, quarterly and annual financial statements, including balance sheet, income statement and cash flow along with a budget to actual spend comparison, as set forth in this SOW, as available.

(i) Services Presentation: Assist in preparing the financial presentation related to the Services as presented to the Institution's Board of Trustees.

*Notwithstanding anything to the contrary herein and for the avoidance of doubt, SRC will not, at any time, perform any Core Academic Functions.*

## **EXCLUDED SERVICES**

For the avoidance of any doubt, the Services shall not include any of the following and the following shall be expressly excluded from this SOW:

### ***General Administration and Record Keeping***

- Maintaining all academic and administrative records for Students who are enrolled in or seeking enrollment in an Educational Program at the Institution.
- Management of all general administrative and operational services related to the Educational Programs to include without limitation the following: (i) the provision of academic student services and student completion, satisfaction and monitoring services; (ii) financial management services, including student billing and financial aid services, Fee collection services, and other bursar services; and (iii) general human resources and employee administrative services and functions, including assignment of staff, approval of leave and travel, and payroll services.

### ***Admissions, Credits, and Degree Requirements***

- Establishment of standards for the admission of Students to the Educational Programs and management of student admission and enrollment services, including final admissions decisions.
- Setting the qualifications for the acceptance of transfer credit or the awarding of credit for prior or experiential learning.
- Establishment of procedures and requirements for the awarding of academic degrees and other credentials to Students enrolled in the Educational Programs, and awarding, in accordance with

such procedures, all academic degrees and other credentials to such Students who have qualified to receive them.

***Financial Aid Administration***

- Approval, awarding, certifying, originating, or disbursing Title IV Program funds,
- Delivering Title IV Program credit balance refunds to Students, processing Return of Title IV Program funds, or providing financial counseling and entrance and exit loan counseling,
- Financial aid consulting, including financial aid staffing, interim management, processing support, and/or development and maintenance of written policies and procedures,
- Preparing and/or submitting required reports, including enrollment reporting to the National Student Loan Data System, the Integrated Postsecondary Education Data System, or the Fiscal Operations report,
- Annual reconciliations of federal funds, preparing or disseminating required consumer information disclosures, including general, campus crime, drug and alcohol prevention, graduation rates, placement rates, and gainful employment disclosures, or
- Electronic storage and maintenance of Title IV Program-related records.

***Academic Decisions***

- Design, development and adoption of each Educational Program and the curricula and course materials therefor, including approval of the courses to be offered and the nature and level of the credit ascribed thereto.
- Establishment for the Educational Programs of (i) the applicable standards, prerequisites, requirements, and measures of student performance, (ii) the standards for the evaluation of the performance of Students enrolled in such Educational Programs, and (iii) the processes for the evaluation of such student performance.
- Control over the number of sections for each Education Program, along with the number of Students enrolled the Educational Programs and each section of the Educational Programs.

***Hiring***

- Each Party shall retain sole and exclusive right for the hiring, terminating of any of its respective personnel, including modifying the roles and responsibilities of such personal.
- Implementation of standards for the appointment, supervision and evaluation of faculty and other instructional staff for the Initiative and the Educational Programs and supervision and management of such faculty and staff.

***Educational Approvals***

- Procurement and maintenance of all necessary Educational Approvals for the Educational Programs and the locations at which the Educational Programs are offered.

## II. Services Agreement Decision-Making

**Primary Contacts:** The Parties shall each appoint a representative to be the primary contact for such Party.

SRC Contact	Institution Contact
Name: Email: Phone:	Name: Email: Phone:

## MANAGEMENT

**Representatives:** The Parties will jointly appoint four (4) individuals, two (2) appointed by the Institution (the “Institution Representatives”) and two (2) appointed by SRC (the “SRC Representatives” and together with the Institution Representatives, the “Representatives”). The Parties initially appoint the following individuals:

SRC Representatives	Institution Representatives
Name: Email: Phone:	Name: Email: Phone:
Name: Email: Phone:	Name: Email: Phone:

Each of the Parties may in its sole discretion remove and replace with or without cause any or all of its respective Representatives. Representatives may be an officer or employee of a Party or of an affiliate of a Party. Each Representative will serve until his or her successor is appointed by his or her respective Party, as applicable.

**Duties of the Representatives:** Subject to any applicable requirements of the Institution’s governing body, Educational Agency or Governmental Authority, and to the extent permitted by Law and Educational Laws, the Representatives will be responsible (subject to the tie-breaking votes described below) for:

- Approving or modifying the Budget;
- Resolution of any disputes between the Parties regarding the terms of the Agreement, including Services; and
- Acting upon any other matters which are expressly delegated to the Representatives by the Agreement or otherwise in writing by the Parties.

**Resolution of Disputes:** The Parties, through the Representatives, will use their best efforts to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement. If the Parties are unable to resolve any dispute through ordinary negotiations, the Party alleging the dispute, shall submit written Notice to the other Party and each of the Representatives containing a written description of

the dispute (the “Dispute”). The Representatives will have twenty (20) Business Days following receipt of a Dispute Notice to negotiate in good faith to resolve the dispute, the following shall apply:

1. The dispute shall be referred to the highest executive officer of SRC and a person designated by the Institution with similar authority. In that event, such officers of the Parties will have ten (10) Business Days to resolve such dispute.
2. If at the end of such period such officers are unable to resolve the dispute, or the Parties otherwise agree that resolution of the dispute would be more likely to occur with the involvement of a mediator, then the Parties will attempt in good faith to select a qualified, independent mediator reasonably acceptable to each Party, who shall act as a mediator and not an arbitrator. Mediation shall be conducted in such location as mutually agreed by the Dispute Resolution Representatives, or if such agreement cannot be reached, Wilmington, Delaware. The cost of mediation shall be shared equally by the Parties.

### III. Reporting Requirements

At all times during the Term, the Institution shall deliver the following reports and information to SRC:

Report	Description	Frequency
<i>Financial Statements</i>	Statements of income and all related information reflecting the financial performance of the Services over the preceding month, calculated in accordance with GAAP.	Monthly, to be delivered no later than the 20 <sup>th</sup> day of the month the period to which such report relates.
<i>Semester Financial Reconciliation Report</i>	A report reconciling the revenue collected by the Institution and Operating Expenses paid by the Institution during such semester. The Semester Financial Reconciliation Report shall be calculated in accordance with GAAP.	Within thirty (30) Days of the end of each semester.
<i>Year-End Financial Reconciliation Report</i>	A report reconciling all revenue collected by the Institution, Operating Expenses paid by the Institution and all resulting Surplus calculations for the full year. The Year-End Reconciliation Report shall be calculated in accordance with GAAP.	Within sixty (60) days immediately following the end of each academic year.
<i>Enrollment Reports</i>	A report detailing certain <u>anonymized</u> student enrolment numbers, by union, community or other group, the value of financial aid received for such Students, demographics, expected value contribution, family salary information, Educational Program enrollment, and credit information.	Daily, before 10:00 am eastern time.
<i>Final Enrollment Report</i>	A report containing all information provided in Enrollment Reports for such semester and reconciliation of any inconsistencies, changes, or updates.	Within 30 days of the end of semester to which all prior Enrollment reports relate.

All reports should be submitted to:



Name: \_Aimee Leishure\_\_\_\_\_

Email: \_aleishure@student-resource.org\_\_\_\_\_

Phone: \_410-350-4468\_\_\_\_\_

***Record Keeping***

Each party shall be responsible for maintaining full and accurate accounts and financial records with respect to its obligations under this agreement.

The institution shall keep its records available, during all reasonable business hours during the Term of this Agreement, at its principal offices, or at such other location as required by applicable Laws and Educational Laws, for audit, inspection and copying by SRC and Persons authorized by it or any Governmental Authority having jurisdiction over SRC.

SRC shall be responsible for maintaining full and accurate accounts and records of the Services and activities controlled by SRC (the "SRC Controlled Accounts and Records"). SRC shall keep such SRC Controlled Records available, during all reasonable business hours during the Term of this Agreement, at its principal offices, or at such other location as required by applicable Laws and Educational Laws, for audit, inspection and copying by the Institution and Persons authorized by it or any Governmental Authority or Educational Agency having jurisdiction over the Institution.

***Audit Rights***

The Institution or SRC shall have the right, upon reasonable written notice to audit, or have its agents or representatives audit, subject to such confidentiality requirements as may reasonably be imposed by the Institution/SRC and supporting documents and materials in the possession of or under the control of the Institution/SRC with respect to such matters related to this agreement, at the place or places where such records are normally retained by the Institution/SRC. SRC/Institution, or its agents and representatives, shall have free and full access thereto during normal business hours for such purposes and shall be permitted to make copies thereof and extracts therefrom.

In the case of a dispute as a result of such audit over amounts due under this Agreement by one Party to the other Party, the dispute resolution procedures set forth in the hereof shall consult together with a view to resolving the dispute. If the dispute is not resolved within thirty (30) days, either Party may seek resolution in accordance with the terms of this SOW.

### III. BUDGET

[MODEL TO BE ATTACHED]

**Annual Budget.** The budget for the period commencing on the Effective Date and ending June 30th shall be as set forth in the economic model developed jointly by the Institution and SRC (the "Initial Budget"). The Parties acknowledge that the Initial Budget is not intended to be final or binding on the Parties for any time period beyond the time period set forth therein. The respective Management Fee for each party in the Initial Budget shall be 25% of net revenues (e.g. following deduction of instructional expenses). Accordingly, the Parties shall work together in good faith to revise, adjust, or amend the Initial Budget as conditions warrant. The revised budget for each period during the Term lasting from July 1 through June 30 (the "Annual Budget") will include the following:

- (a) a projected income statement including an operational and capital expenditure budgets for the forthcoming academic year;
- (b) a projected cash flow statement on a semester basis;
- (c) projected student enrollment numbers for each Educational Program and other additional data reasonably necessary for budgetary planning purposes (collectively, the "Enrollment Data").
- (d) projected Fees and Revenues as more fully set forth in the economic model;
- (e) projected costs and expenses incurred by the Parties including the SRC and the Institution Management Fees, which the parties may agree to modify based on their experience with the Initial Budget; and
- (f) such other items reasonably requested by either Party.

**Management Fee.** For avoidance of doubt, the Management Fee represents an allocation of revenues from the Operating Account as reimbursement for expenses incurred by each Party in the amount of 25% of net revenues (e.g. following deduction of instructional expenses), payment of which will be accounted for in any revenue share true up as provided in Section IV.

**Annual Budget Approval Process.** At least one hundred and twenty (120) days before the beginning of each academic year, the institution will provide SRC with projected Student Enrollment Data for each Educational Program and projected Fees for the following academic year. The Parties will then consult and negotiate with each other in good faith and use their reasonable best efforts to mutually agree upon an Annual Budget for the following academic year. If the Parties are unable to mutually agree upon an Annual Budget on or before the date that is sixty (60) days (the "Annual Budget Approval Date") prior to the commencement of the following academic year, then the Annual Budget in effect on the Annual Budget Approval Date shall be the Annual Budget for the following academic year until such time as the Member Parties mutually agree to a new Annual Budget.

**Three Year Forecast.** On the date that the Parties agree to each Annual Budget, the Parties will mutually agree upon a projected Annual Budget for the two (2) academic years following the academic year for the

then current Annual Budget. The projected budgets shall be for planning purposes only and shall have no binding effect on subsequent budget plans.

#### IV. FEES AND EXPENSES

**Operating Account:** All funds collected by the Institution that are related to SRC bundled Student enrollment, including without limitation, all fees, tuition, scholarship funding, state subsidies and corporate contributions shall be immediately deposited into a depository account that is maintained by the Institution (the "Institution Operating Account") upon receipt thereof. All Operating Expenses (as defined herein) and any Surplus owed to SRC in accordance with the terms and conditions of this Statement of Work shall be paid from the funds in the Institution Operating Account.

SRC shall not be permitted access to the Institution Operating Account, nor shall SRC have any responsibility to monitor the Institution Operating Account. Notwithstanding the foregoing, nothing herein shall prohibit SRC from receiving or relieve the Institution from delivery certain information relating to the Operating Account contained in the reports required to be delivered under this Statement of Work, and the Institution shall be required to maintain a separate accounting of all funds within in the Institution Operating that have been deposited or withdrawn therefrom in accordance with this Statement of Work (the "Joint Funds"). All funds maintained in the Institution Operating Account other than the Joint Funds shall remain the sole and exclusive property of the Institution, provided, however, that the Institution shall not offer any portion of the Joint Funds, nor any proceeds therefrom as security to any third-party without the prior written consent of SRC.

#### **Payments:**

- **Bi-Monthly:** The Institution is responsible for maintaining funds arising from Students' enrollment. All expenses will be paid from these funds as due. The Institution shall pay SRC the agreed-upon management fee, which was approved in the Annual Budget, if one was established.
- **Monthly:** Any remaining surplus (a "Monthly Surplus") will be distributed in equal distributions (50% to Institution and 50% to SRC) with a rolling monthly true-up calculation.
- **Semester:** If there is a surplus of funds (a "Semester Surplus" and together with each Monthly Surplus, the "Surplus") remaining after semester reconciliation (as evidenced by in the Reconciliation Report), the Institution will distribute the Surplus from the Operating Account as follows: 50% to SRC and 50% to the Institution. This surplus must be distributed within thirty (30) days after each full semester (Fall, Spring & Summer).
- **Annual:** Based on the Year-End Financial Reconciliation Report, the Institution shall effect a "true-up" of all Surplus payments over the year just-ended. Any payments made by the Institution to SRC, or by SRC to the Institution pursuant to the foregoing (the Party required to make any such "true up" payment as a result of such Year-End Reconciliation or following the dispute resolution process under Section 11 below being referred to as the "Paying Party") shall be made within fifteen (15) Days' following the date upon which the Year-End Reconciliation is received. Should there not be sufficient funds to cover operational expenses, losses will be shared equally between the Institution and SRC.

#### **Objections and Limitations on Payment:**

- Upon receipt of a Semester Financial Reconciliation Report or Year-End Financial Reconciliation Report, as the case may be, SRC shall have thirty (30) Days to object to the information and calculations set forth therein by delivering written notice of such objection thereof, together with



reasonable supporting information regarding such objections (a “Reconciliation Objection Notice”). If the Parties cannot resolve the disputed items during such 30-Day period, the Parties shall submit such dispute to the Representatives for resolution. If the Representatives cannot resolve the dispute within the time periods prescribed in this SOW, the Parties shall engage a mutually agreeable independent third-party accountants (the “Independent Accountant”) to resolve such dispute. The decision of the Independent Accountant shall be final and binding on the Parties. All fees, costs, and expenses of the Independent Accountant shall be paid 50% by each Party.

- All normal and customary operating expenses incurred in furtherance of the Services, including but not limited to, costs and expenses relating to Services, to the extent set forth in the Budget (collectively “Operating Expenses”) shall be paid out of the Operating Account. Each Party shall be responsible for the payment of all expenses incurred by such Party that are not set forth in the Initial Budget or Annual Budget.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

STUDENT RESOURCE CENTER

By: 

Name: Phillip Braithwaite

Title: CEO, SRC

WILLIAM WOODS UNIVERSITY

By: 

Name: Jeremy Moreland, Ph.D.

Title: President, William Woods University